

CONFLICT OF INTEREST DECLARATION

Bartholdi Labs Mentor Network

This declaration must be completed and signed by every mentor before joining the Bartholdi Labs Mentor Network, refreshed annually, and updated whenever a new event occurs. It is governed by the laws of the Grand Duchy of Luxembourg and complements the Mentor Agreement and the Confidentiality Agreement of the Mentor Network.

1. Mentor Identification

Full name	[to be completed]
Professional address	[to be completed]
Email	[to be completed]
Phone	[to be completed]
Main occupation	[to be completed]
Date of joining the Mentor Network	[to be completed]

2. Definitions

2.1 Conflict of Interest. Any situation in which the mentor's independence, objectivity, or professional judgement may be, or may reasonably be perceived as, influenced by a personal, financial, professional, family, or any other direct or indirect link with a mentee, a client of Bartholdi Labs, a partner, a competitor, or a project of the Mentor Network.

2.2 Potential Conflict. A situation that does not yet amount to an actual conflict but could reasonably become one in the foreseeable future, and which must be disclosed as a precaution.

2.3 Actual Conflict. A current situation in which an interest of the mentor competes with the mentor's duty of loyalty toward Bartholdi Labs, a mentee, or a client.

3. Scope of the Declaration

The mentor declares below all situations that may constitute a conflict of interest, whether actual or potential, occurring during the past twelve (12) months and for the entire duration of the engagement in the Mentor Network. Answering Yes to any item in Section 4 triggers an obligation to provide details in Section 5.

4. Quick Checklist

Ref	Question	Yes	No
4.1	I currently hold a salaried, executive, or advisory position with an entity that may be a client, partner, or competitor of Bartholdi Labs.	[]	[]

Ref	Question	Yes	No
4.2	I sit on a board of directors, supervisory board, advisory committee, or any equivalent governing body of an entity having a current or potential link with a mentee or client of Bartholdi Labs.	☐	☐
4.3	I hold, directly or indirectly, more than five percent of the share capital or voting rights of an entity that may be a client, partner, or competitor of Bartholdi Labs.	☐	☐
4.4	I provide paid mentoring, advisory, or consulting services in the same domain as a mentee that could be assigned to me.	☐	☐
4.5	I have a close family, marital, or personal relationship with a mentee, client, partner, or executive of Bartholdi Labs.	☐	☐
4.6	I have received, in the past twelve months, a gift, benefit, or commission worth more than two hundred euros from a mentee, client, or partner of Bartholdi Labs.	☐	☐
4.7	I am party to ongoing judicial, arbitration, or disciplinary proceedings involving Bartholdi Labs, its executives, its clients, or its mentees.	☐	☐
4.8	I am bound by a non compete, non solicitation, or confidentiality clause toward a third party that may limit my ability to mentor.	☐	☐
4.9	Any other situation that may create an actual or perceived conflict of interest.	☐	☐

5. Details of Declared Situations

For every Yes answer in Section 4, complete the table below. If all answers are No, tick the None to declare box at the end of the section.

Nature of interest	Entity concerned	Role and period	Potential conflict with

☐ None to declare

6. Mentor Commitments

The mentor undertakes to:

- (a) immediately disclose in writing to Bartholdi Labs any new actual or potential conflict of interest arising during the engagement;

- (b) recuse themselves without delay from any matter, mentee, or project for which a conflict of interest is identified, save with the express written consent of Bartholdi Labs after full disclosure of the relevant facts;
- (c) not use, directly or indirectly, the confidential information obtained within the Mentor Network for personal benefit or for the benefit of any third party, in line with the separately signed Confidentiality Agreement;
- (d) refresh this Declaration at least once a year, and at any time when a new event so requires;
- (e) cooperate with Bartholdi Labs in the event of an internal review concerning an actual, potential, or alleged conflict of interest.

7. Review by Bartholdi Labs

Bartholdi Labs will review every Declaration and may, at its sole discretion:

- (a) accept the mentor without restriction;
- (b) accept the mentor subject to a specific mentee or domain restriction;
- (c) require a mitigation measure such as recusal, an information barrier, or enhanced supervision;
- (d) decline or suspend the mentor's engagement when the conflict cannot reasonably be managed.

Bartholdi Labs will notify its decision to the mentor in writing within a reasonable period and may revisit it at any time should circumstances change.

8. Confidentiality and Data Protection

The information provided in this Declaration is treated as confidential by Bartholdi Labs. It is processed in accordance with Regulation (EU) 2016/679 (GDPR) and the Luxembourg Law of 1 August 2018 on the protection of individuals with regard to the processing of personal data, under the supervision of the Commission Nationale pour la Protection des Données (CNPD). It is retained for the duration of the mentor's engagement and for a statutory archival period of five (5) years after the end of the engagement. The mentor has the right of access, rectification, erasure, restriction, portability, and objection regarding their personal data by contacting Bartholdi Labs at **contact@bartholdi-advisory.com**. The mentor may also lodge a complaint with the CNPD.

9. Solemn Declaration

I, the undersigned, mentor of the Bartholdi Labs Mentor Network, solemnly declare on my honour (déclaration sur l'honneur) that the information provided in this Declaration is accurate, complete, and made in good faith as of the date of signature. I undertake to update this Declaration whenever circumstances change and acknowledge that any false statement or wilful omission may result in the immediate suspension of my engagement, without prejudice to any other remedy available to Bartholdi Labs under the Mentor Agreement, the Confidentiality Agreement, or applicable Luxembourg law.

10. Governing Law and Jurisdiction

This Declaration is governed by and shall be interpreted in accordance with the laws of the Grand Duchy of Luxembourg. Any dispute arising out of or in connection with this Declaration shall be submitted to the exclusive jurisdiction of the Tribunal d'Arrondissement de et à Luxembourg.

11. Signatures

Executed in two (2) original counterparts, one for each Party.

Place: Blaschette, Grand Duchy of Luxembourg

Date: 17 May 2026

For the Mentor

Name: [Full name of the Mentor]
Title: Mentor

Signature:

(signed and dated, with the handwritten mention Lu et approuvé)

For Letztec S.à r.l., operating under the brand Bartholdi Labs

Name: Yves Cabanac
Title: Co Founder

Signature:



The image shows a handwritten signature in black ink that reads "Yves Cabanac". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Yves Cabanac, Co Founder, Blaschette, 17 May 2026